

NATIONAL

# BUILDING NEWS

& Regional News

## media kit 2022

### Trusted trade publications

The *Building News* magazines and e-Newsletters (*Regional News*) provide useful regional trade information for Australia's building and construction businesses that they can't get anywhere else.

Being backed by the largest national association for residential construction – the Housing Industry Association (HIA) – will guarantee your brand is aligned with a credible industry voice and promoted to thousands of building practitioners. Advertising in *Building News* and *Regional News* is a cost-effective way to engage with the builders, trade contractors, developers, manufacturers, design professionals and other industry specialists who affect the enormous amount of economic activity the housing industry stimulates.



HIA-CSR Australian Home of the Year 2021 – Mallinger Constructions



## Connect with your customers

HIA members turn to *Building News* for regional information on the latest trends, economic forecasts, new business ideas, planning, technical and legal advice, industrial relations, safety and training solutions, award-winning homes, and more.

Comprehensive news coverage is distributed to members via the magazine, which is also available as a digital flipbook viewable on desktop or mobile devices. Up-to-the-minute communications are sent straight to members' inboxes with regular *Regional News*. Embedding links in your advertisement is a great way to direct readers to your website.

Magazines engage powerfully with readers, allowing marketers and brands to get closer to their target audience than any other media. Research shows magazines also deliver the best return on ad spending compared to other channels.\*

## Target the market

HIA members account for a vast percentage of building professionals who directly guide the product choices of consumers in the new homes and renovations markets. Showcase your brand and product to the specifiers and decision-makers in this lucrative market through *Building News* advertising opportunities.

## Regional readership figures

The following figures offer a breakdown of industry practitioners *Building News* reaches across Australia:

NSW	21,456
Hunter	4,752
ACT/Southern NSW	4,493
Victoria	32,400
Queensland/Nth Queensland	14,688
Western Australia	8,640
Tasmania	3,888
South Australia/Northern Territory	10,253



**BUILDING**  
THE MAGAZINE FOR QLD & NTH QLD BUILDERS & TRADIES  
**NEWS**

**2**  
JUNE 2021 QUEENSLAND & NORTHERN QUEENSLAND

HIA

Showcase your brand and product to the decision-makers in this lucrative market

\*Source: Nielsen Catalina Solutions, Multi-Media Sales Effect Studies from 2004 – Q4 2015.

# ADVERTISING RATES

## Advertising rates ACT/SNSW

AD SIZE	CASUAL		2 EDITIONS		4 EDITIONS		Rate	Rate inc. GST
	Rate	Rate inc. GST	Rate	Rate inc. GST	Rate	Rate inc. GST		
1 page	\$1,250	\$1,375	\$1,125	\$1,238	\$1,000	\$1,100		
Inside front cover	\$1,440	\$1,584	\$1,296	\$1,426	\$1,152	\$1,267		
Inside back cover	\$1,375	\$1,513	\$1,238	\$1,362	\$1,100	\$1,210		
Outside back cover	\$1,500	\$1,650	\$1,350	\$1,485	\$1,200	\$1,320		
Double page spread	\$2,250	\$2,475	\$2,025	\$2,228	\$1,800	\$1,980		
1/2 page	\$750	\$825	\$675	\$743	\$600	\$660		
1/4 page	\$440	\$484	\$395	\$435	\$352	\$387		

INSERTS:		
A4 single sheet*	\$815	\$897

REGIONAL NEWS:		
Banner Ad	\$800	\$880
Logo Tile	\$200	\$220

## Advertising rates HUNTER

AD SIZE	CASUAL		3 EDITIONS		5 EDITIONS		Rate	Rate inc. GST
	Rate	Rate inc. GST	Rate	Rate inc. GST	Rate	Rate inc. GST		
1 page	\$1350	\$1485	\$1225	\$1347	\$1100	\$1210		
Inside front cover	\$1530	\$1683	\$1396	\$1535	\$1250	\$1375		
Inside back cover	\$1475	\$1622	\$1318	\$1450	\$1200	\$1320		
Outside back cover	\$1600	\$1760	\$1450	\$1595	\$1300	\$1430		
Double page spread	\$2350	\$2585	\$2125	\$2337	\$1900	\$2090		
1/2 page	\$825	\$907	\$750	\$825	\$675	\$742		
1/4 page	\$515	\$566	\$475	\$522	\$420	\$462		
Professional Services Listing	NA	NA	\$220	\$242	\$200	\$220		

INSERTS:		
A4 single sheet*	\$860	\$946

REGIONAL NEWS:		
Banner Ad	\$800	\$880
Logo Tile	\$200	\$220

## Advertising rates NSW

AD SIZE	CASUAL		3 EDITIONS		4 EDITIONS		Rate	Rate inc. GST
	Rate	Rate inc. GST	Rate	Rate inc. GST	Rate	Rate inc. GST		
1 page	\$3,100	\$3,410	\$2,790	\$3,069	\$2,480	\$2,728		
Inside front cover	\$3,565	\$3,922	\$3,210	\$3,531	\$2,852	\$3,137		
Inside back cover	\$3,410	\$3,751	\$3,069	\$3,375	\$2,730	\$3,003		
Outside back cover	\$3,720	\$4,092	\$3,350	\$3,685	\$2,980	\$3,278		
Double page spread	\$5,580	\$6,138	\$5,025	\$5,528	\$5,022	\$5,524		
1/2 page	\$1,860	\$2,045	\$1,675	\$1,845	\$1,480	\$1,639		
1/4 page	\$1,085	\$1,195	\$980	\$1,078	\$870	\$957		

INSERTS:		
A4 single sheet*	\$2,020	\$2,220

REGIONAL NEWS:		
Banner Ad	\$1,200	\$1,320
Logo Tile	\$400	\$440

NOTE: All published rates are applicable to members only. A 10% loading applies to non-members who wish to advertise. All rates are exclusive of advertising agency commission.

\*Please discuss any other requests with your representative.





# ADVERTISING RATES

## Advertising rates TAS

AD SIZE	CASUAL		2 EDITIONS		3 EDITIONS		Rate	Rate inc. GST
	Rate	Rate inc. GST	Rate	Rate inc. GST	Rate	Rate inc. GST		
1 page	\$1350	\$1485	\$1225	\$1347	\$1100	\$1210		
Inside front cover	\$1530	\$1683	\$1396	\$1535	\$1250	\$1375		
Inside back cover	\$1475	\$1622	\$1318	\$1450	\$1200	\$1320		
Outside back cover	\$1600	\$1760	\$1450	\$1595	\$1300	\$1430		
Double page spread	\$2350	\$2585	\$2125	\$2337	\$1900	\$2090		
1/2 page	\$825	\$907	\$750	\$825	\$675	\$742		
1/4 page	\$515	\$566	\$475	\$522	\$420	\$462		
Professional Services Listing	NA	NA	\$220	\$242	\$200	\$220		

### INSERTS:

A4 single sheet*	\$860	\$946
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### REGIONAL NEWS:

Banner Ad	\$800	\$880
Logo Tile	\$200	\$220

## Advertising rates SA/NT

AD SIZE	CASUAL		2 EDITIONS		Rate	Rate inc. GST
	Rate	Rate inc. GST	Rate	Rate inc. GST		
1 page	\$2,000	\$2,200	\$1,800	\$1,980		
Inside front cover	\$2,300	\$2,530	\$2,070	\$2,277		
Inside back cover	\$2,200	\$2,420	\$1,989	\$2,178		
Outside back cover	\$2,400	\$2,640	\$2,160	\$2,376		
Double page spread	\$3,600	\$3,960	\$3,240	\$3,564		
1/2 page	\$1,200	\$1,320	\$1,080	\$1,188		
1/4 page	\$700	\$770	\$630	\$693		

### INSERTS:

A4 single sheet*	\$1,500	\$1,650
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### REGIONAL NEWS:

Banner Ad	\$800	\$880
Logo Tile	\$200	\$220

Note: SA and NT each have *Regional News* publications that are booked separately.

## Advertising rates QLD/NQLD

AD SIZE	CASUAL		2 EDITIONS		Rate	Rate inc. GST
	Rate	Rate inc. GST	Rate	Rate inc. GST		
1 page	\$2,000	\$2,200	\$1,800	\$1,980		
Inside front cover	\$2,300	\$2,530	\$2,070	\$2,277		
Inside back cover	\$2,200	\$2,420	\$1,989	\$2,178		
Outside back cover	\$2,400	\$2,640	\$2,160	\$2,376		
Double page spread	\$3,600	\$3,960	\$3,240	\$3,564		
1/2 page	\$1,200	\$1,320	\$1,080	\$1,188		
1/4 page	\$700	\$770	\$630	\$693		

### INSERTS:

A4 single sheet*	\$1,500	\$1,650
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### REGIONAL NEWS

Banner Ad	\$1,200	\$1,320
Logo Tile	\$400	\$440

Note: QLD and NQLD each have *Regional News* publications that are booked separately.

NOTE: All published rates are applicable to members only. A 10% loading applies to non-members who wish to advertise. All rates are exclusive of advertising agency commission.

\*Please discuss any other requests with your representative.



# ADVERTISING RATES

## Advertising rates VIC

AD SIZE	CASUAL		2 EDITIONS		Rate	Rate inc. GST
	Rate	Rate inc. GST	Rate	Rate inc. GST		
1 page	\$3,100	\$3,410	\$2,790	\$3,069		
Inside front cover	\$3,565	\$3,922	\$3,210	\$3,531		
Inside back cover	\$3,410	\$3,751	\$3,069	\$3,375		
Outside back cover	\$3,720	\$4,092	\$3,350	\$3,685		
Double page spread	\$5,580	\$6,138	\$5,025	\$5,528		
1/2 page	\$1,860	\$2,045	\$1,675	\$1,845		
1/4 page	\$1,085	\$1,195	\$980	\$1,078		
INSERTS:						
A4 single sheet*					\$2,020	\$2,220
REGIONAL NEWS:						
Banner Ad					\$1,200	\$1,320
Logo Tile					\$400	\$440

## Advertising rates WA

AD SIZE	CASUAL		3 EDITIONS		4 EDITIONS		Rate	Rate inc. GST
	Rate	Rate inc. GST	Rate	Rate inc. GST	Rate	Rate inc. GST		
1 page	\$2,000	\$2,200	\$1,800	\$1,980	\$1,600	\$1,760		
Inside front cover	\$2,300	\$2,530	\$2,070	\$2,277	\$1,840	\$2,024		
Inside back cover	\$2,200	\$2,420	\$1,989	\$2,178	\$1,760	\$1,936		
Outside back cover	\$2,400	\$2,640	\$2,160	\$2,376	\$1,920	\$2,112		
Double page spread	\$3,600	\$3,960	\$3,240	\$3,564	\$2,880	\$3,168		
1/2 page	\$1,200	\$1,320	\$1,080	\$1,188	\$960	\$1,056		
1/4 page	\$700	\$770	\$630	\$693	\$560	\$616		
INSERTS:								
A4 single sheet*							\$1,500	\$1,650
REGIONAL NEWS								
Banner Ad							\$1,200	\$1,320
Logo Tile							\$400	\$440

NOTE: All published rates are applicable to members only. A 10% loading applies to non-members who wish to advertise. All rates are exclusive of advertising agency commission.

\*Please discuss any other requests with your representative.



# BUILDING NEWS

## editorial offer

*Building News* now offers an advertising feature, On Trend, available each issue and in every region. The feature showcases the latest and greatest trade products available to Australia's building professionals.

On Trend is the perfect platform for capturing the attention of everyday tradies across the country.

Products featured include, but are not limited to:

- Innovative hand/power tools
- Latest releases in hand/power tools
- Work-wear
- Outdoor equipment (suitable for both onsite and offsite)
- Apps and gadgets

If you have a product that would appeal to Australia's home builders, ensure your product has a presence in the tradie's marketplace through the new On Trend feature in Building News.

### ADVERTISERS TO SUPPLY:

1. Between 120–125 words including a website to direct reader traffic (Word format)
2. 1x high-res image (JPEG format) for editorial consideration

### BOOKINGS:

Lucy Vicars: l.vicars@hia.com.au  
02 9978 3345 or 0417 415 539

### EDITORIAL & IMAGES:

All content is to be sent to the Building News Co-ordinators, see the Contacts page.

### Deadlines

#### ACT/SNSW

Issue	Bookings due	Content due
1 (MAR)	3 Feb	10 Feb
2 (JUN)	20 Apr	28 Apr
3 (SEP)	14 Jul	21 Jul
4 (DEC)	18 Oct	25 Oct

#### HUNTER

Issue	Bookings due	Content due
1 (MAR)	3 Feb	10 Feb
2 (JUN)	20 Apr	28 Apr
3 (SEP)	14 Jul	21 Jul
4 (OCT)	2 Sep	9 Sep
5 (DEC)	18 Oct	25 Oct

#### NSW

Issue	Bookings due	Content due
1 (MAR)	3 Feb	10 Feb
2 (JUN)	20 Apr	28 Apr
3 (SEP)	14 Jul	21 Jul
4 (DEC)	18 Oct	25 Oct

#### TAS

Issue	Bookings due	Content due
1 (MAR)	24 Jan	15 Feb
2 (AUG)	1 Jul	8 Jul
3 (DEC)	21 Oct	27 Oct

#### SA/NT

Issue	Bookings due	Content due
1 (JUN)	18 Apr	27 Apr
2 (DEC)	14 Oct	21 Oct

#### QLD/NTH QLD

Issue	Bookings due	Content due
1 (MAR)	18 Apr	27 Apr
2 (DEC)	14 Oct	21 Oct

#### VIC

Issue	Bookings due	Content due
1 (MAR)	3 Feb	8 Feb
2 (SEP)	2 Aug	9 Aug

#### WA

Issue	Bookings due	Content due
1 (MAR)	3 Feb	11 Feb
2 (JUN)	22 Apr	29 Apr
3 (SEP)	18 Jul	25 Jul
4 (DEC)	18 Oct	25 Oct

### Advertising rates

Region	Rate*
NSW	\$880
VIC	\$1320
QLD, SA/NT, WA	\$550
ACT/SNSW, TAS, HUNTER	\$385

\*including GST

## ON TREND

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visit [www.untentautaurum.com.au](http://www.untentautaurum.com.au)

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visit [www.untentautaurum.com.au](http://www.untentautaurum.com.au)

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visit [www.untentautaurum.com.au](http://www.untentautaurum.com.au)

LESTRUM INCTISS

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visit [www.untentautaurum.com.au](http://www.untentautaurum.com.au)





Region	Issue	Bookings due	Artwork due	Inserts due	Distribution date
ACT/SNSW	1 (MAR)	14 Jan	10 Feb	14 Mar	25 Mar
	2 (JUN)	20 Apr	28 Apr	27 May	13 Jun
	3 (SEP)	14 Jul	21 Jul	26 Aug	5 Sep
	4 (DEC)	18 Oct	25 Oct	25 Nov	5 Dec
HUNTER	1 (MAR)	3 Feb	10 Feb	14 Mar	25 Mar
	2 (JUN)	20 Apr	28 Apr	27 May	13 Jun
	3 (SEP)	14 Jul	21 Jul	26 Aug	5 Sep
	4 (DEC)	18 Oct	25 Oct	25 Nov	5 Dec
NSW	1 (MAR)	14 Jan	10 Feb	14 Mar	25 Mar
	2 (JUN)	20 Apr	28 Apr	27 May	13 Jun
	3 (SEP)	14 Jul	21 Jul	26 Aug	5 Sep
	4 (DEC)	18 Oct	25 Oct	25 Nov	5 Dec
TAS	1 (MAR)	24 Jan	15 Feb	18 Mar	1 Apr
	2 (AUG)	1 Jul	8 Jul	3 Aug	19 Aug
	3 (DEC)	21 Oct	27 Oct	29 Nov	9 Dec
SA/NT	1 (JUN)	18 Apr	27 Apr	25 May	9 Jun
	2 (DEC)	14 Oct	21 Oct	22 Nov	2 Dec
QLD/NTH QLD	1 (JUN)	18 Apr	27 Apr	25 May	9 Jun
	2 (DEC)	14 Oct	21 Oct	22 Nov	2 Dec
VIC	1 (MAR)	3 Feb	8 Feb	11 Mar	21 Mar
	2 (SEP)	2 Aug	9 Aug	15 Sep	23 Sep
WA	1 (MAR)	3 Feb	11 Feb	15 Mar	29 Mar
	2 (JUN)	22 Apr	29 Apr	30 May	15 Jun
	3 (SEP)	18 Jul	25 Jul	29 Aug	9 Sep
	4 (DEC)	18 Oct	25 Oct	25 Nov	5 Dec

NOTE: Dates may be subject to change

# ADVERTISING DEADLINES

# ADVERTISING SPECS



## Artwork requirements

- High resolution pdfs are the preferred format. Fonts must be imbedded, and all images should be 300dpi. Full page ads must have 5mm bleed on all sides and trim marks. **Please ensure any crop marks are outside the bleed area. Ensure all spot colours are converted to CMYK.**
- **All URLs must be imbedded** for the online magazine.
- We do not accept files created in Quark Xpress, Microsoft Word, Microsoft PowerPoint or Microsoft Publisher. Adobe Illustrator files are acceptable, provided all images and fonts are included with artwork.
- If the advertisement is to be supplied as a complete high-res tif file, please ensure the resolution is 300dpi.
- Fonts – screen and printer fonts to be supplied. PC fonts are not acceptable, nor are computer system fonts. We reserve the right to use our closest equivalent font if incorrect or unusable fonts are supplied.

## Printing specifications

*Building News* is printed in CMYK. Please ensure all spot colours are converted to CMYK before supplying your pdf.

## Delivering artwork

All artwork is to be sent to the Building News Co-ordinators, see the following Contacts page.



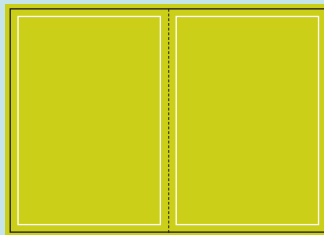
## About QR codes

QR (Quick Response) codes are two-dimensional barcodes which are included on print advertising, designed to help take prospective clients directly from your ad to your website. No fussy URLs required. All readers need to do is download the free app (eg. ScanLife), and hold it over the code.

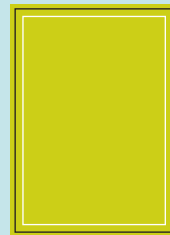
Building News is now inviting all advertisers to include a QR code with their advertisement. The use of a QR code in your ad is free of any licence and, as is the case with any barcode, should include an empty area around the graphic for better readability.

For more information contact Lucy Vicars.

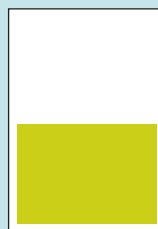
## BUILDING NEWS & REGIONAL NEWS AD SIZES



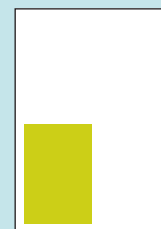
DOUBLE PAGE SPREAD (DPS)  
Trim size: 420 x 297mm  
Type area for each page: 380 x 277mm  
Page bleed: 5 mm on outer edges



FULL PAGE  
Trim size: 210 x 297mm  
Type area: 190 x 277mm  
Page bleed: 5 mm



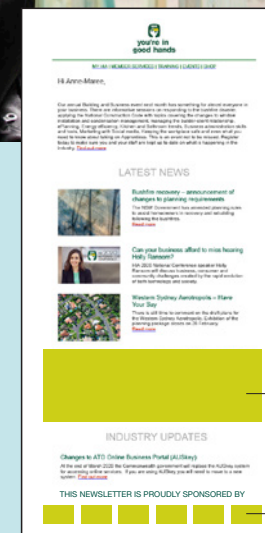
HALF PAGE  
Size: 185 x 131.5mm  
No bleed



QUARTER PAGE VERTICAL  
Size: 89 x 131.5mm  
No bleed



QUARTER PAGE HORIZONTAL  
Size: 185 x 60mm  
No bleed



REGIONAL NEWS BANNER AD  
Size: 600x200px  
Format: PNG

REGIONAL NEWS LOGO TILE  
Size: 200x100px  
Format: PNG with transparent background



## NATIONAL ENQUIRIES

Lucy Vicars

4 Byfield Street, North Ryde NSW 2113

E: [l.vicars@hia.com.au](mailto:l.vicars@hia.com.au)

T: 02 9978 3345 M: 0417 415 539 F: 02 9978 3340

## ACT/SNSW

Tabitha Rattray

Unit 4/ 9 Sydney Avenue,  
Barton ACT 2600

T: 02 6285 7300

E: [t.rattray@hia.com.au](mailto:t.rattray@hia.com.au)

## HUNTER

Esther Wilson

17 Murray Dwyer Circuit,  
Steel River Estate,  
Mayfield West NSW 2304

T: 02 4014 2000

E: [e.wilson@hia.com.au](mailto:e.wilson@hia.com.au)

## NSW

Lisa Harris

4 Byfield Street,  
Macquarie Park NSW 2113

T: 02 9978 3326

E: [l.harris@hia.com.au](mailto:l.harris@hia.com.au)

## QLD/NTH QLD

Katrina Edwards

14 Edmondstone Street,  
South Brisbane QLD 4101

T: 07 3021 8892

E: [k.edwards@hia.com.au](mailto:k.edwards@hia.com.au)

## SA/NT

Stephanie Cardillo

Corner Port Road and  
Station Place,  
Hindmarsh SA 5007

T: 08 8340 5932

E: [s.cardillo@hia.com.au](mailto:s.cardillo@hia.com.au)

## TASMANIA

Kelly Allan

30 Burnett Street,  
North Hobart TAS 7000

T: 03 6230 4600

E: [k.allan@hia.com.au](mailto:k.allan@hia.com.au)

## VICTORIA

Cobi Davies

70 Jolimont Street,  
East Melbourne VIC 3002

T: 03 9280 8200

E: [c.davies@hia.com.au](mailto:c.davies@hia.com.au)

## WA

Rachael Fox

22 Parkland Road,  
Osborne Park WA 6017

T: 08 9492 9200

E: [r.fox@hia.com.au](mailto:r.fox@hia.com.au)

# CONTACTS



# HIA TERMS & CONDITIONS FOR ADVERTISING



In these Terms & Conditions:

**HIA** means Housing Industry Association Limited  
ABN 99 004 631 752

**Advertising** means and includes any material submitted for publication or other distribution by HIA as an advertisement, including Sponsored Content.

**Advertiser** means any person or organisation that books or places an order for advertising with HIA.

**Advertising Agreement** means the agreement by and between HIA and the Advertiser for the supply of the Services by HIA to the Advertiser in accordance with these Terms & Conditions and the Order.

**Fees** mean those fees and charges for the provision of Services as specified in the Order. The Fees are calculated in accordance with the Rate Card, unless otherwise agreed in writing with HIA.

**Force Majeure** means any circumstances beyond HIA's reasonable control including but not limited to acts of God, war, fire, flood, terrorism, embargo or litigation; acts of government or any agency instrumentality or any political subdivision thereof; power outage or third party provider outages; or other acts that occur without the fault or negligence of HIA.

**Order** means a request or order for an advertisement or services from HIA on HIA's standard booking form (or such other form accepted by HIA).

**Production Schedule** means the schedule published from time to time by HIA setting out the timeline for the preparation and publication of HIA's publications, including the indicative deadlines for bookings and delivery of advertising material.

**Publication** means *HOUSING* and *Building News* magazines (print and digital) and any website or online or digital product, service or app that is operated or published by HIA.

**Rate Card** means the current list of prices, charges and specifications for Advertising as provided by HIA to the Advertiser. HIA's Rate Card is published on its website.

**Services** means the services to be provided by HIA in relation to the advertisements specified in the Order.

**Sponsored Content** means any content, such as an advertorial, which is created by or on behalf of the Advertiser by HIA.

## 1. ORDERS AND BINDING AGREEMENT

- 1.1 The Advertiser may request advertising Services from HIA by completing or placing an Order for Advertising setting out the particulars of the advertising Services required to be provided by HIA and the associated Fee.
- 1.2 By completing or placing an Order for Advertising, the Advertiser accepts and agrees to be bound by these Terms & Conditions.
- 1.3 Neither these Terms & Conditions nor any written or verbal quotation by HIA represent a binding order to provide Services or publish the Advertising. A binding Advertising Agreement will only be formed between HIA and an Advertiser when HIA accepts the Order in writing.

## 2. RIGHT TO REFUSE ADVERTISING

- 2.1 HIA reserves the right to refuse, reject or withdraw any Advertising at any time in its sole discretion and without giving reasons, including if an Advertisement Agreement is formed under clause 1.3.

- 2.2 Any failure by HIA to publish any requested advertisement will be deemed to constitute a rejection of the order for such advertisement, but does not constitute a breach of contract or otherwise entitle the Advertiser to any legal remedy.

## 3. PROVISION OF SERVICES

- 3.1 HIA will use its commercially reasonable endeavours to provide the Services in accordance with the Advertising Agreement.

## 4. RATE CARD

- 4.1 The Advertiser must pay for Advertising in accordance with the rates in HIA's Rate Card, or as otherwise agreed in writing.
- 4.2 Rates specified in the Rate Card may be varied at any time by HIA at its sole discretion.
- 4.3 HIA will use its commercially reasonable efforts to notify the Advertiser of changes to the Rate Card at least thirty (30) days in advance of their effective date.
- 4.4 In the event HIA makes a rate change in respect of a period (or any portion thereof) for which the Advertiser has placed an Order for advertising with HIA, HIA at its discretion apply the lower rate for the remainder of the then current term of the Advertising Agreement. If the Advertising Agreement is extended or renewed, all rates will be adjusted in accordance with the Rate Card HIA's then current advertising and production rates, and amended thereafter as notified by the Publisher from time to time.

## 5. PAYMENT

- 5.1 The Advertiser must pay HIA the Fees by the payment date stated on the written Order or, if nothing is stated, within 14 days from invoice.
- 5.2 The Fees are payable in full without any right of set off, abatement or withholding in respect of monies which are due, or alleged to be due, to HIA.
- 5.3 All rates and charges are quoted exclusive of GST unless expressly stated otherwise.

## 6. ADVERTISING CONTENT, MATERIAL AND INSERTIONS

### Form of Advertising material

- 6.1 The Advertiser must ensure all Advertising content and other material supplied complies with HIA's advertising specifications and style guides (as may be modified by HIA from time-to-time) which are available at [www.hia.com.au/](http://www.hia.com.au/) Publications or such other requirements as notified by HIA.
- 6.2 If the Advertiser fails to meet HIA's advertising specifications this may delay or prevent publication of the Advertising.

### Editorial Content

- 6.3 The Advertiser will ensure that all Advertising is clearly identifiable as advertising material and does not contain any material which could be confused with HIA's editorial content.
- 6.4 Advertisements that simulate HIA's editorial matter in appearance or style, or that are not readily identifiable as advertisements, are not acceptable.
- 6.5 HIA may, in its sole discretion, label any Advertising as an "advertisement" when it is published and may stipulate other conditions to ensure that it is clear that the advertisement is not the Publisher's editorial matter.

### Identification of Advertiser

- 6.6 The sponsor of every advertisement must be identified by a product or company.

### Promotion of Competitions

- 6.7 The Advertiser must ensure that any Advertising which references any game or competition must clearly identify the Advertiser as the "promoter" of the competition and ensure that it does not imply that HIA is the "promoter". The Advertiser must also obtain all applicable permits and approvals for the conduct of the competition prior to providing the Advertising material to HIA.

### Deadlines and Delivery of Advertising Material

- 6.8 The Advertiser must submit to HIA all finalised advertising material on or before the relevant date(s) specified in the Production Schedule.
- 6.9 In the event the Advertising includes Inserts, the Advertiser must supply such insertions in ample time to ensure that it meets the relevant dates specified in the Production Schedule.

### Changes

- 6.10 Any requested changes must be provided to HIA in accordance with the date as specified in the Production Schedule.

### Late material

- 6.11 If HIA does not receive the Advertising material, including any Insert, in accordance with the dates specified in the Production Schedule, HIA (at its sole discretion) may:
  - a) proceed to publication without the advertisement.
  - b) delay publication, in which case any cost incurred by HIA as a result of such a delay will be a debt due and payable by the Advertiser to HIA.
- 6.12 If HIA proceeds to publication without the Advertisement material or insert as the case may be, the Advertiser remains liable to HIA for all amounts payable under the Advertising Agreement.

### Surrender of material

- 6.13 The Advertiser authorises HIA to dispose of any materials supplied relating to an advertisement (including illustrations, copy, photographs, artwork, and PDF digital files) following publication of an advertisement. HIA is not required to retain or return to the Advertiser any such materials.

## 7. CANCELLATION

- 7.1 If so stated on the Order form the Advertiser may cancel repeats up to and including two weeks in advance of the booking date specified in the Production Schedule.

## 8. EDITORIAL CONTROL

### Modification by Editor

- 8.1 All advertising matter will be subject to editorial approval by HIA. HIA may be required to correct imperfect material that is not supplied in accordance with HIA's advertising specifications or house style guide. Any costs to HIA of making good any such imperfect material shall be a debt due and payable by the Advertiser to HIA on demand.

### Positioning and style

- 8.2 HIA cannot guarantee position of Advertisements and all order regarding positioning of Advertisements will be treated as requests. All such decisions will be at the sole discretion of HIA. However, HIA will use reasonable efforts to accommodate with the wishes of the Advertiser.

## 9. WARRANTIES AND INDEMNITIES

- 9.1 The Advertiser represents and warrants to HIA that:
  - a) it has the right and authority to enter into an Advertising Agreement with HIA and to publish the content and subject matter of all Advertisements (including, without limitation, all text, graphics, icons, photographs, materials provided to HIA for production purposes) submitted for publication;
  - b) all Advertisements submitted for publication:
    - i. comply with all laws, statutes, regulations, codes of practice and any standards applicable to publication of advertising;
    - ii. comply with any standard or requirement specified by HIA and notified to the from time to time;
    - iii. do not infringe copyright, trademark or other legal rights of any person;
    - iv. are not false or misleading and are true in substance and in fact and without limiting the above, do not infringe the Competition & Consumer Act 2010 (Cth);
    - v. do not contain anything which may give rise to any cause of action by a third party against HIA, including without limitation, material which is defamatory or obscene or which otherwise causes injury or damage to any person;
    - vi. it is authorised to publish the content and subject matter of all advertisements submitted to HIA, and that all such contents and subject matter will comply with all applicable laws, regulations and relevant industry codes;
- 9.2 HIA makes no representations or warranties as to the quality, fitness for purpose, results, performance, effectiveness, profitability, usefulness, reliability, timeliness or accuracy of any Advertisement or the provision of Services by HIA.

### Indemnity

- 9.3 The Advertiser indemnifies HIA its directors, officers, employees and agents from and against all loss and liability to third parties and claims by a third party arising out of, whether directly or indirectly in connection with, or as a consequence of:
  - a) the display, publication or broadcast or any matter or thing relating to or in connection with any Advertising or other materials lodged with HIA;
  - b) anything that infringes the Intellectual Property Rights of any other person (whether or not that allegation is tenable);
  - c) any breach of these Terms & Conditions, the Advertisement Agreement or any relevant law by the Advertiser;
  - d) any breach of the warranties and representations given to HIA;
  - e) any act or omission of fraud, dishonesty, reckless or wilful misconduct or misrepresentation by the Advertiser; and
  - f) any other matter or activity contemplated by these Terms & Conditions and undertaken by the Advertiser.

## 10. HIA'S LIABILITY

### Errors and omissions

- 10.1 If a booked Advertisement is not published at all solely due to a mistake on HIA's part, HIA will try to offer an alternative publication date(s). If the alternative date(s) is not accepted, the original booking will be cancelled and the Advertiser shall be entitled to a full refund if the Advertiser has paid in

advance for the Advertisement. This is the Advertiser's sole remedy for failure to publish the advertisement.

- 10.2 If the Advertisement as reproduced by HIA contains a substantial error solely due to a mistake on HIA's part, HIA will, on request, republish the Advertisement at no additional cost to the Advertiser. HIA will not be responsible for repetition of errors and it is the Advertiser's responsibility to inform HIA of any errors and provide any necessary assistance to HIA to prevent a repeat of the error.

### Limited liability

- 10.3 Without limiting Clause 10.5, to the maximum extent permitted by law, HIA:
  - a) excludes all implied conditions and warranties; and
  - b) is not liable to the Advertiser for any Consequential Loss suffered or incurred or arising out of or in connection with the Advertising Agreement, whether arising under contract, in tort (including negligence) or otherwise.
- 10.4 If HIA is not permitted, or is held not to be permitted to exclude an implied condition or warranty, in the event of any breach by HIA of such an implied condition or warranty or if HIA is otherwise liable in connection with the Advertising Agreement, including in contract, tort (including negligence) or under an indemnity, the maximum aggregate liability of HIA to the Advertiser is limited to the amount paid by the Advertiser to HIA for the supply of the Services.

### Australian Consumer Law

- 10.5 Nothing in these Terms & Conditions excludes or varies any rights or remedies under the Australian Consumer Law in the Competition and Consumer Act (2010) which cannot be excluded, restricted or modified.

## 11. GENERAL PROVISIONS

- 11.1 HIA provides the Services as an independent contractor. No partnership, agency or trust is created between the parties, nor does the other party have the right, power or authority to bind the other party in any way.
- 11.2 These Terms & Conditions (including any Order when accepted by HIA) are the entire agreement between the Advertiser and HIA in respect of the Advertisements and Services.
- 11.3 HIA will not be liable for its failure to perform any of its obligations to the Advertiser due to "force majeure" circumstances.
- 11.4 HIA may collect personal information from the Advertiser to provide the Services and for invoicing purposes. The collection, use or disclosure of any personal information provided to HIA is subject to HIA's Privacy Policy (as amended from time to time).
- 11.5 The relationship between the parties is non-exclusive. Nothing in these Terms & Conditions or the Advertising Agreement will be deemed to restrict or limit HIA's right to carry out or perform similar Services for any other party.
- 11.6 The agreement between the parties is governed by and will be construed in accordance with the laws of the Australian Capital Territory. The parties irrevocably submit all their disputes arising out of or in connection with this agreement to the exclusive jurisdiction of the courts of the Australian Capital Territory.